

CITY OF MILPITAS
455 E. CALAVERAS BOULEVARD
MILPITAS, CA 95035

ENTERTAINMENT EVENT PERMIT
(Chapter 5, Title III, Milpitas Municipal Code)

1. Applicant, all sponsors and promoters of the event and all proprietary owners, partners and officers and directors of Applicant and said sponsors and promoters:

<u>Name</u>	<u>Business Address</u>	<u>Business Phone</u>
MILPITAS ROTARY CLUB	7000 FRESNO	408-921-0669

(Use separate sheet for additional names)

2. Proposed location of event: WALMART MCCARTHY RANCH

3. All owners of real property where event is proposed to be held:

<u>Name</u>	<u>Address</u>
WALMART STORES, INC.	301 RANCH DRIVE MILPITAS, CA 95035

JOE MCCARTHY

(Use additional sheet if necessary)

4. Dates and hours of event: MAY 13-16, 2004

MAY 13-14; 3:00 - 11:00 PM
MAY 15-16; 11:00 AM - 11:00 PM

5. Nature and type of performance at event: CARNIVAL

6. Intended performers:

<u>Name</u>	<u>Address</u>	<u>Nature of Participation</u>
BUTLER AMUSEMENT	Box 2110 FAIRFIELD, CA 94533	CARNIVAL VENDOR

(Use separate sheet for additional names)

7. Estimated number of: Spectators _____ Participants _____ Others _____

Attendance each day 500-1000 Basis for estimate 2003 ATTENDANCE

8. Method for determining number in actual attendance: TICKET SALES

9. Proposed facilities for furnishing drinking water (justify adequacy):

FOOD & BEVERAGE CONCESSIONS

10. Proposed sanitary facilities (justify adequacy): PORTABLE TOILETS (8) & DUMPSTER

11. Description of real property on which event will be conducted (justify adequacy): WALMART PARKING LOT
12. Description of parking facilities, parking attendants at entrance, exits and in area (justify adequacy): EXISTING SURPLUS PARKING & OVERFLOW PARKING AREAS
13. Description of interior access ways (attach map or diagram and justify adequacy): _____
14. Description of composition and construction of structure, seating arrangements and supports and justification of adequacy: _____
15. Description of availability and location of ambulances, fire, police and other emergency vehicles: STANBY FIRE PERSONNEL - MILPITAS FIRE DEPT.
16. Description of interior private police protection proposed (justify adequacy): EXISTING WALMART SECURITY & ADDITIONAL CONTRACT SECURITY
17. Description of provision for fire safety (justify adequacy): FIRE EXTINGUISHERS EACH ATTRACTION & SIGNAGE TOWARDS EXITS
18. Location, nature and type of medical and first aid facilities. (justify adequacy): CARNIVAL OFFICE - ON SITE
19. Description of proposed electrical wiring, lighting and location of all light standards and electrical switches: GENERATOR POWER SUPPLIED BY CARNIVAL OPERATOR
20. Description of manner of acquiring, handling, preparing and disposing of food, drink, confectionery and condiment and all substance and ingredients used in their preparation: FOOD SERVICE PROVIDED BY CARNIVAL VENDOR W/ HEALTH PERMITS
21. Manner of cleanup of the premises during and after the conclusion of the entertainment event and for the removal of garbage, refuse and waste: VENDOR TO PROVIDE CLEAN UP THROUGHOUT THE EVENT
22. Additional information which may be helpful in processing your permit: WE REQUEST THE WAIVER OF CITY FEES FOR THE PROVISION OF STANBY FIRE PERSONNEL. IT IS OUR UNDERSTANDING THAT A FEE WAIVER OF THIS TYPE IS CUSTOMARY FOR EVENTS SPONSORED BY NON-PROFIT GROUPS THAT BENEFIT THE CITIZENS OF MILPITAS.

The following must be submitted at time of application:

- A. Filing fee of \$100.00 (not subject to refund upon withdrawal or denial).
- B. Proof of ownership of real property.
- C. Written consent of all owners of real property to the proposed entertainment event.
- D. Written consent of Applicant and all property owners that appropriate law enforcement agencies and City officials may enter upon the premises at any time after the permit is issued and until 5 days after the entertainment event ends for the purpose of making inspection and taking action as is permitted or required by law.
- E. Agreements or statements from specific doctors, first aid attendants and ambulances assuring availability at the appropriate time and place of the entertainment event.
- F. Agreements or statements from specific private patrol services assuring their availability at the appropriate time and place of the entertainment event to provide outside patrol services.
- G. A cash payment in an amount to be determined by the City Manager to cover the expense of outside police service provided by the City as shall be required or determined by the Chief of Police, and to provide services of a Fire Marshal provided by the City.
- H. A public liability and property damage insurance policy issued by an insurance company authorized to do business in California, naming the City of Milpitas, its officers, agents and employees as co-insured in the amount of \$ 75,000 for each injury or death or for any occurrence and in the amount of \$ \$, 000,000 for damage to property. Said policy shall be in the form acceptable to City Attorney and shall provide, by its terms that it is primary insurance and shall not be subject to cancellation or reduction in coverage without 10 days notice to City and shall not preclude City, its officers, agents and employees from recovery thereunder.
- I. The consent of a natural person residing in the County of Santa Clara who is, by virtue of the Application, designated as agent for the service of process for the Applicant, promoter or sponsor and the owners of the real property involved. Said consent shall contain both residence and business addresses. NOTE: All consents must be verified under penalty of perjury.
- J. Permittee agrees to indemnify the City of Milpitas, its officers, agents and employees, defend them with Counsel acceptable to the City, and hold them harmless from and against all loss, damage, expense and liability (including, but not limited to, costs of investigation and attorney and court costs) resulting from injury to or death of any person and loss of or damage to property or claims of such injury, death, loss or damage and arising out of or connected with the use for which this permit is granted. In addition, permittee waives all claims or causes of action against the City of Milpitas, its officers, agents or employees for damage to or loss of property of any kind or for injury to persons occurring in connection with the use for which this permit is granted arising from any cause other than the negligence or willful misconduct of the City of Milpitas, its officers, agents or employees and to which permittee or its officers, agents and employees in no way contributed either actively or passively causing such damage loss or injury.

I declare under penalty of perjury that the above statements and any accompanying statements and documents have been examined by me and are true and correct. I have read Chapter 5, Title III of the Milpitas Municipal Code and agree to comply with the provisions of said Chapter 5, Title III, the permit, the conditions thereof and the laws of the City and State.

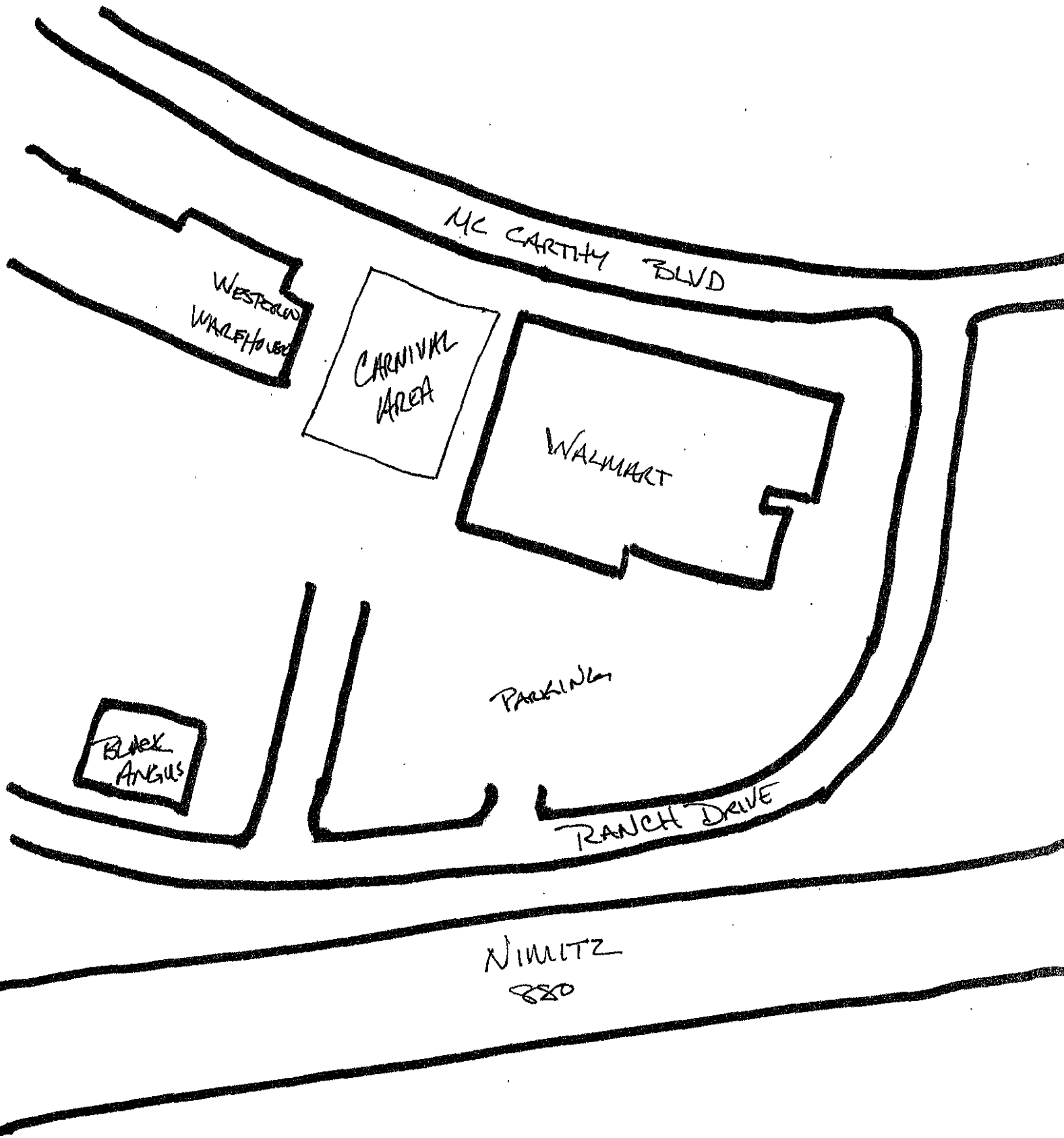
Executed at Milpitas, California, on April 1, 2004, 19 .

Signed: [Signature]
Title: Milpitas Rotary Club

Received by [Signature] Date 4/5/04 Permit No.
Check # 2260 \$100.00

<u>*FOR</u> <u>ACTION</u>	<u>APPROVED</u>	<u>DISAPPROVED</u>	<u>DEPARTMENT</u>	<u>BY</u>	<u>DATE</u>
<u> </u>	<u> </u>	<u> </u>	<u>Planning</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u>Building</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u>Health</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u>Fire Marshal</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u>Police</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u>City Manager</u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u>City Council</u>	<u> </u>	<u> </u>

MILPITAS ROTARY CLUB
FAMILY CARNIVAL
MAY 15-18, 2003
SITE MAP

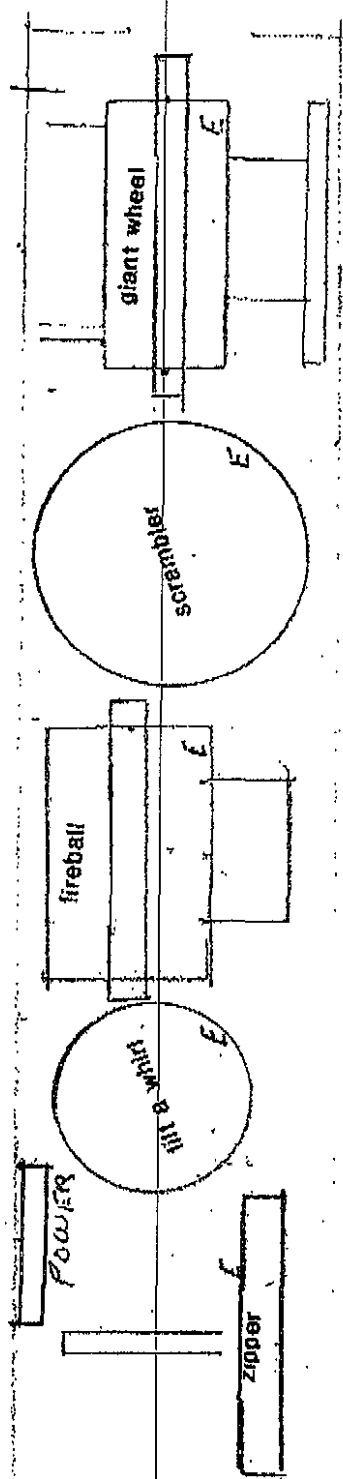


BUTLER AMUSEMENTS PLOT PLAN MILPITAS 2003

WALL MART STORE

55' = 1 1/2"
E FIRE EX

FIRE LANE LOADING ZONE



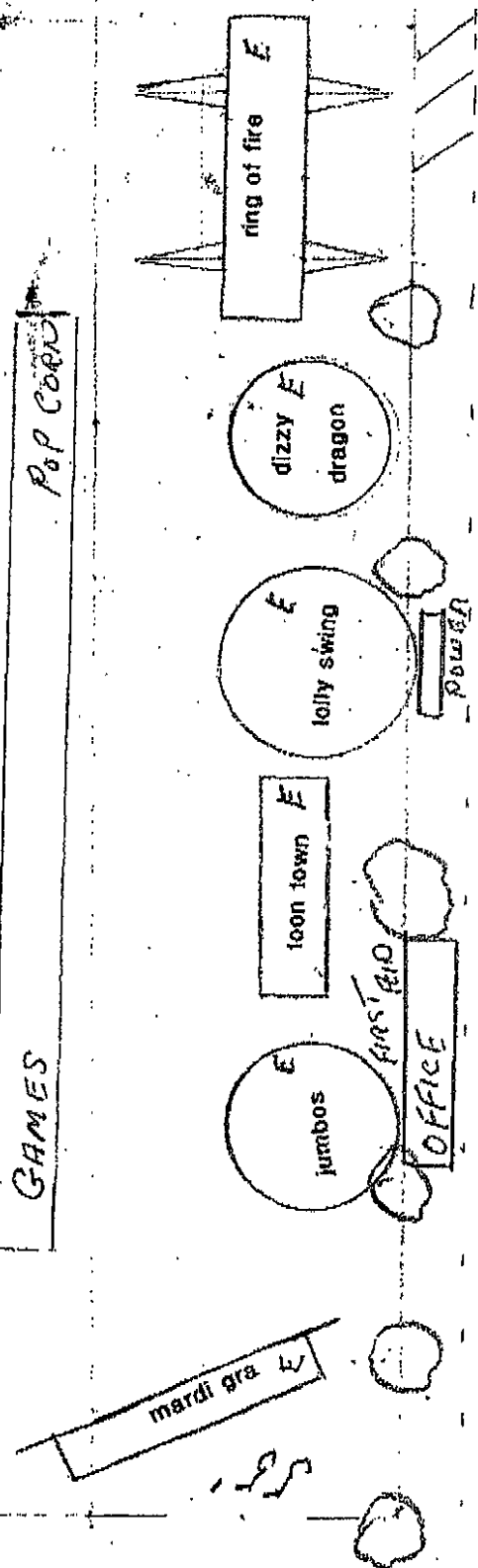
20' fire lane

20' fire lane

EXIT

GAMES

POP CORN



20' FIRE LANE

ACORD CERTIFICATE OF LIABILITY INSURANCEDATE(MM/DD/YY)
03/10/04**PRODUCER**Aon Risk Services, Inc. of Illinois
200 East Randolph
Chicago IL 60601THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**COMPANIES AFFORDING COVERAGE**

COMPANY A Great American Insurance Co.

COMPANY B Westchester Fire Insurance Co

COMPANY C

COMPANY D

PHONE - (312) 381-1000

FAX - (312) 381-0125

INSUREDRotary International
Attn: Elaine Marin
1560 Sherman Avenue
Evanston IL 60201-3698 USA**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	GLP5746668	07/01/03	07/01/04	GENERAL AGGREGATE	\$1,500,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/OP AGG	\$750,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$750,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$750,000
	<input checked="" type="checkbox"/> SIR \$250,000				FIRE DAMAGE (Any one fire)	\$750,000
	<input checked="" type="checkbox"/> LIQUOR LIABILITY				MED EXP (Any one person)	
A	AUTOMOBILE LIABILITY	GLP5746668	07/01/03	07/01/04	COMBINED SINGLE LIMIT	\$750,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input checked="" type="checkbox"/> SIR \$250,000					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
B	EXCESS LIABILITY	CUS 711592	07/01/03	07/01/04	EACH OCCURRENCE	\$5,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				Retained Limit Amount	\$10,000
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				EL EACH ACCIDENT	
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT	
					EL DISEASE-EA EMPLOYEE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

RE: Milpitas Rotary Family Carnival, 5/13-16/2004, Milpitas, CA. The Certificate Holder is included as an Additional Insured with respect to the General Liability policy. Milpitas Rotary Club, District # 5170.

CERTIFICATE HOLDERCity of Milpitas
Attn: Gail Blaylock
455 E. Calaveras Blvd.
Milpitas CA 95035 USA**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25-S (1/95)

© ACORD CORPORATION 1999

Holder Identifier:

Certificate No: 570009037620

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/10/04

PRODUCER

Aon Risk Services, Inc. of Illinois
200 East Randolph
Chicago IL 60601

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COMPANY C

COMPANY D

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FAX - (312) 381-0125

INSURED

Rotary International
Attn: Elaine Marin
1560 Sherman Avenue
Evanston IL 60201-3698 USA

COVERAGES

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	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$750,000
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	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT
					AGGREGAT
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	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$5,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				Retained Limit Amount \$10,000
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS OTH-ER
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL EACH ACCIDENT
					EL DISEASE-POLICY LIMIT
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CERTIFICATE HOLDER

Joe Mc Carthy, Mc Carthy Ranch
Attn: Joe Mc Carthy
P.O. Box 361256
Milpitas CA 95035 USA

CANCELLATION

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AUTHORIZED REPRESENTATIVE

[Signature]

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INSUREDRotary International
Attn: Elaine Marin
1560 Sherman Avenue
Evanston IL 60201-3698 USA**COVERAGES**

SIR MAY APPLY

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A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> SIR \$250,000	GLP5746668	07/01/03	07/01/04	COMBINED SINGLE LIMIT \$750,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EACH ACCIDENT AGGREGAT
B	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	CUS 711592	07/01/03	07/01/04	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 Retained Limit Amount \$10,000
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> EL EACH ACCIDENT EL DISEASE-POLICY LIMIT EL DISEASE-EA EMPLOYEE

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CERTIFICATE HOLDER**CANCELLATION**Walmart
Attn: Kevin Thorneberry
301 Ranch Drive
Milpitas CA 95035 USASHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

Holder Identifier:

Certificate No: 570009037607



Milpitas Rotary Club
Board of Directors
2003-2004

Officers:

President:	Celia Salazar
Vice President:	Don Peoples
President-Elect:	Pono Aiona
Vice President-Elect:	Bill Mahan
Treasurer:	Cynthia Rich
Secretary:	Colleen Noll
Sergeant-At-Arms:	Todd Flesner

Directors:

Jennifer Cullenbine
Don Peoples
Dianne McDonough
John Jay
Sandra Zib
Martha Scott
Frank De Smidt
Robin Hays
Germey Galvan
Deanna Melen

MEMORANDUM

Department of Planning, Recreation & Neighborhood Services



To: Gail Blalock, City Clerk
From: Staci Pereira, Assistant Planner
Subject: Entertainment Event Permit – Milpitas Rotary Club Carnival
(Administrative Permit No. P-AD2004-6)
Date: April 15, 2003

The Planning Division has reviewed the Entertainment Event Permit for the Milpitas Rotary Club Carnival in the WalMart parking Lot at McCarthy Ranch. This event is approved subject to the following conditions:

1. The event area is approved in between Walmart and Western Warehouse buildings, as depicted on site plan submitted.
2. The event shall be conducted in a manner that pedestrian and vehicular traffic *adjacent* to event area are not impeded in any way. In addition, parking areas *outside* the event area, handicap parking facilities, access and pathways shall not be obstructed.
3. Booths, stages, seats and other structures shall not obstruct pedestrian access and pathways *within* the enclosed event area.
4. Trash and recycling receptacles shall be provided and maintained throughout the event area. The applicant must contact Richard Su at BFI at (408) 432-1234 for temporary trash and recycling services and bins for the duration of the event. The bins shall be located at the rear of the event site, not visible from public view and not within any pedestrian or vehicular paths. The applicant may need to contact a WalMart representative in order to establish a temporary account on the WalMart property with BFI.
5. Applicant shall protect storm drains from accidental discharges by providing site sweeping and clean-up on an on-going basis during all hours of operation by the event operator and its employees (Butler Amusement) and the Rotary Club members, including refuse, debris and spills, including necessary trash pick-up by BFI.
6. No *off-site* signage is permitted. Any *on-site* signage associated with the event shall be limited to carnival booth signs and traffic/pedestrian directional signage. Upon cessation of the event all associated signage shall be removed and properly disposed of.
7. The event setup is approved to begin on May 11th and removal by May 17th, where all areas and properties involved shall be restored to their previous condition.